

St. Louis City Ordinance 63529

FLOOR SUBSTITUTE

BOARD BILL NO. [95] 128

INTRODUCED BY ALDERMAN CRAIG SCHMID

An ordinance authorizing and directing the Mayor and the Comptroller to lease the following real property on the unimproved Public Wharf for a period ending January 31, 2018: Starting at a point, said point being 50 ft. south-easterly and radial to the point of tangency on the eastern line of Missouri Pacific Railroad Right-of-Way opposite Osceola Street, 60 ft. wide; thence north-easterly along a line parallel and 50 ft. from eastern line of Missouri Pacific Railroad Right-of-Way a distance of 260.26 ft.; thence along a curve to the right having a radius of 8525.918 ft. a distance of 208.33 ft. to point of tangency; thence continuing north-easterly parallel and 50 ft. distance from the eastern line of Missouri Pacific Railroad Right-of-Way a distance of 88.47 ft.; thence along a curve to the left having a radius of 1978.577 ft. a distance of 235.88 ft. to a point; thence radial to the aforesaid curve southeast a distance of 50 ft.; thence along a curve to the left having a radius of 2028.577 ft. a distance of 187.55 ft. to point of tangency; thence northeastwardly parallel and 100 ft. distance from the eastern line of Missouri Pacific Railroad Right-of-Way a distance of 62.45 ft.; thence deflecting 450 to the right a distance of 35.36 ft. to a point; thence southwardly at right angles to the Missouri Pacific Railroad Right-of-Way a distance of 371.62 ft. to a point in the high bank of the Mississippi River thence southwesterly along the high bank of the Mississippi River a distance of 1188 ft. more or less to a point at right angles to the point of beginning; thence northwestwardly a distance of 322 ft. more or less to the point of beginning, and containing 439,084.8 square feet or 10.08 acres more or less.

BE IT ORDAINED BY THE CITY OF ST. LOUIS, AS FOLLOWS:

Section One. The provisions of Ordinance 61755, approved December 27, 1989, to the contrary notwithstanding, the Mayor and the Comptroller of the City of St. Louis are hereby authorized and directed to enter into a lease agreement with S.I. Warehousing Co., Inc., d/b/a Slay Industries, providing for the use by Lessee of the following portion of the unimproved Public Wharf:

Starting at a point, said point being 50 ft. south-easterly and radial to the point of tangency on the eastern line of Missouri Pacific Railroad Right-of-Way

opposite Osceola Street, 60 ft. wide; thence north-easterly along a line parallel and 50 ft. from eastern line of Missouri Pacific Railroad Right-of-Way a distance of 260.26 ft.; thence along a curve to the right having a radius of 8525.918 ft. a distance of 208.33 ft. to point of tangency; thence continuing north-easterly parallel and 50 ft. distance from the eastern line of Missouri Pacific Railroad Right-of-Way a distance of 88.47 ft.; thence along a curve to the left having a radius of 1978.577 ft. a distance of 235.88 ft. to a point; thence radial to the aforesaid curve southeast a distance of 50 ft.; thence along a curve to the left having a radius of 2028.577 ft. a distance of 187.55 ft. to point of tangency; thence northeastwardly parallel and 100 ft. distance from the eastern line of Missouri Pacific Railroad Right-of-Way a distance of 62.45 ft.; thence deflecting 450 to the right a distance of 35.36 ft. to a point; thence southwardly at right angles to the Missouri Pacific Railroad Right-of-Way a distance of 371.62 ft. to a point in the high bank of the Mississippi River thence southwesterly along the high bank of the Mississippi River a distance of 1188 ft. more or less to a point at right angles to the point of beginning; thence northwestwardly a distance of 322 ft. more or less to the point of beginning, and containing 439,084.8 square feet or 10.08 acres more or less; for a period beginning on the date of the execution of the lease agreement and ending January 31, 2018; said lease agreement to be as provided in Exhibit A attached hereto and made a part of this ordinance. Section Two. This being an ordinance for the preservation of public peace, health and safety it is hereby declared to be an emergency within the meaning of Sections 19 and 20 of Article IV of the Charter of the City of St. Louis and shall become effective immediately upon its passage and approval by the Mayor.

FLOOR SUBSTITUTE

EXHIBIT A

LEASE AGREEMENT

This Agreement made and entered into as of the day of , 1995, by and between the City of St. Louis, a Municipal Corporation of the State of Missouri, hereinafter called Lessor, through its Mayor and Comptroller, and S.I. Warehousing Co., Inc. d/b/a Slay Industries, a Missouri Corporation, hereinafter called Lessee.

WITNESSETH:

1. In and for consideration of the rents to be paid by Lessee to the Lessor, as hereinafter set forth, and the mutual covenants and agreements herein contained, the Lessor hereby leases and lets to said Lessee the following described real estate ("Leased Area"), to wit:

Starting at a point, said point being 50 ft. south-easterly and radial to the point of tangency on the eastern line of Missouri Pacific Railroad Right-of-Way opposite Osceola Street, 60 ft. wide; thence north-easterly along a line parallel and 50 ft. from eastern line of Missouri Pacific Railroad Right-of-Way a distance of 260.26 ft.; thence along a curve to the right having a radius of 8525.918 ft. a distance of 208.33 ft. to point of tangency; thence continuing north-easterly parallel and 50 ft. distance from the eastern line of Missouri Pacific Railroad Right-of-Way a distance of 88.47 ft.; thence along a curve to the left having a radius of 1978.577 ft. a distance of 235.88 ft. to a point; thence radial to the aforesaid curve southeast a distance of 50 ft.; thence along a curve to the left having a radius of 2028.577 ft. a distance of 187.55 ft. to point of tangency; thence northeastwardly parallel and 100 ft. distance from the eastern line of Missouri Pacific Railroad Right-of-Way a distance of 62.45 ft.; thence deflecting 450 to the right a distance of 35.36 ft. to a point; thence southwardly at right angles to the Missouri Pacific Railroad Right-of-Way a distance of 371.62 ft. to a point in the high bank of the Mississippi River thence southwesterly along the high bank of the Mississippi River a distance of 1188 ft. more or less to a point at right angles to the point of beginning; thence northwestwardly a distance of 322 ft. more or less to the point of beginning, and containing 439,084.8 square feet or 10.08 acres more or less.

2. This Agreement shall be for a period beginning the day of 1995, and terminating on the 31st day of January, 2018.

3. For the rights and privileges herein granted, the Lessee agrees to pay the Lessor an annual rental of Fifty Four Thousand Three Hundred Thirty Six Dollars and Seventy Two Cents (\$54,336.72) at a rate of Four Thousand Five Hundred Twenty Eight Dollars and Six Cents (\$4,528.06) monthly in advance.

4. The rents to be paid to the Lessor for the rights and privileges leased hereunder for the Leased Area shall be subject to adjustments as provided by, and under the terms and conditions set forth in "Appendix A STANDARD PROVISIONS, LEASES OF WHARF AND MOORING RIGHTS", which is attached hereto and made a part hereof.

5. The Leased Area described above shall be used exclusively by Lessee for the construction of those improvements described in Lessee's official Application

91-007 ("Proposed Improvements") submitted to the Port Authority of the City of St. Louis on January 23, 1992 (the "Official Application") in response to the Request for Proposals issued with respect to Lessee's Mooring Rights under its December 28, 1992 Mooring Lease with the City of St. Louis. Lessee shall not enter into any sublease, assignment, management agreement or other form of agreement which in substance allows the Leased Area to be used by another person or business entity without the express written consent of the Port Commission and the Board of Public Service of the City of St. Louis, which consent shall not be unreasonably withheld.

6. Pursuant to the terms of the Mooring Lease Agreement, as amended, ("Mooring Lease") between the parties for the Mooring Rights immediately adjacent to the Leased Area, Lessee must complete and have operational the aforementioned Proposed Improvements by September 30, 1998. As provided in the Mooring Lease, if Lessee's Proposed Improvements are not complete and operational by September 30, 1998, Lessor may elect to terminate this Land Lease upon giving ninety (90) days written notice to Lessee unless Lessee's failure to complete and have operational the Proposed Improvements, which include but are not limited to all geological, environmental and pre-construction due diligence, is due to force majeure, construction delays due to no fault of Lessee, acts of God or other events which are not within the Lessee's control.

7. The construction of the Proposed Improvements shall be at the sole expense of Lessee and comply in all respects with the building codes and ordinances of the City of St. Louis and all other applicable laws. All plans and specifications for the Proposed Improvements shall be submitted to Lessor for its approval prior to the construction of the Proposed Improvements and any deviations from the approved plans and specifications are subject to approval by Lessor, which approval shall not be unreasonably withheld.

Any and all improvements constructed by Lessee shall be maintained in good condition at the expense of the Lessee during the term of the Land Lease and any renewals or extensions thereof.

8. In the event that Lessee fails to request that its Land Lease be renewed upon termination, Lessor shall have no obligation to pay Lessee for any improvements, buildings, structures or storage tanks constructed or erected on the property described herein.

In the event that Lessee requests that this Land Lease be renewed upon termination at the then prevailing base rental rate as established by ordinance,

that any improvements, buildings, structures or storage tanks constructed or erected on the property described herein shall remain the property of the Lessee upon the expiration, termination or cancellation of this Land Lease. Upon expiration, termination or cancellation of this Land Lease and Lessor's failure to renew said Lease as heretofore provided, Lessor shall pay Lessee a reasonable value for any improvements remaining on the premises. A reasonable value shall be determined by an independent appraiser to be selected by the parties hereto.

9. All notices and other communications provided for hereunder shall be in writing and shall be delivered or mailed, by certified mail, return receipt requested, to the following addresses:

If to Lessee:

Mr. Glen T. Slay
Slay Industries, Inc.
1441 Hampton Avenue
St. Louis, MO 63139

With a copy to:

Paul Simon, Jr.
Helfrey, Simon & Jones, P.C.
212 South Central, Suite 304
St. Louis, MO 63105

If to Lessor:

The City of St. Louis
Room 212 City Hall
1200 Market Street
St. Louis, MO 63103

With a copy to:

The Port Authority of the City of St. Louis
330 North 15th Street
St. Louis, MO 63103
Attn. Nick Nichols

The parties or either of them may designate in writing from time to time any changes in addresses or any names and addresses of substitute or supplementary persons in connection with said notices.

10. To the extent the provisions and terms contained herein are inconsistent with the terms of the Mooring Lease, the terms hereof shall be controlling.

11. All other matters governing this Lease as well as rents are set forth in said "Appendix A STANDARD PROVISIONS, LEASES OF WHARF LAND AND MOORING RIGHTS", which is attached hereto and made a part hereof.

LESSEE:

S.I. WAREHOUSING CO., INC.
d/b/a Slay Industries

By:
Mayor

LESSOR:
CITY OF ST. LOUIS, MISSOURI

ATTEST:

Comptroller

ATTEST:

City Register

THE FOREGOING WAS APPROVED AS TO FORM ONLY:

City Counselor

STATE OF MISSOURI)
) SS.
CITY OF ST. LOUIS)

On this day of , 19 , before me appeared and to me personally known, who being by me duly sworn did say that they are the Mayor and Comptroller of the City of St. Louis and that they are authorized to execute this Lease Agreement on behalf of the City of St. Louis under the authority of Ordinance No. _____ and acknowledge said instrument to be the free act and deed of the City of St.

Louis. IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal in the City and State aforesaid the day and year first above written.

Notary Public
My Commission Expires:

STATE OF MISSOURI)
) SS.
CITY OF ST. LOUIS)

On this day of , 19 , before me a Notary Public in and for the City of St. Louis, appeared who, being by me duly sworn, did say that he is of S.I. Warehousing Co., Inc. d/b/a Slay Industries and that the seal affixed to the foregoing instrument is the corporation seal, and that said instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors and said acknowledged said instrument to be the free act and deed of said corporation.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal in the City and State aforesaid the day and year first above written.

Notary Public My Commission Expires:

Legislative History				
1ST READING	REF TO COMM	COMMITTEE	COMM SUB	COMM AMEND
06/30/95	06/30/95	T&C	07/05/95	
2ND READING	FLOOR AMEND	FLOOR SUB	PERFECTN	PASSAGE
07/07/95		07/14/95	07/14/95	07/21/95
ORDINANCE	VETOED		VETO OVR	
63529				